REMARKS

Claims 1 to 84 were pending in the application at the time of examination. The official action objected to the drawings, the specification, and Claims 11, 16, 21, 32, 37, 42, 53, 58, 63, 74, 79, and 84. Claims 1 to 84 stand rejected as anticipated.

Objections to the Drawings

The drawings were objected to because reference numeral 195 was used in the specification to denote two different elements. Applicant has amended paragraph [0005] to correct a typographical error and to render the objection moot. The amendment obtains correspondence between Fig. 1 and the specification. Applicant respectfully requests reconsideration and withdrawal of the objection to the drawings.

Changes to the drawings

A review of the drawings showed that Fig. 15 includes two different elements with the same reference numerals "1505." A review of the specification showed that paragraph [0066] used reference numeral 1505 for both the Secure User Device and the Content Provisioner. To correct this error, paragraphs [0066] to [0069] of the specification are amended to use reference numeral "1510" for the Secure User Device so that each different element has a unique reference numeral. Accordingly, Fig. 15 was corrected to use reference numeral 1510 for the Secure User Device. The amendment to Fig. 15 obtains correspondence between the figure and the specification. The amendment to the specification assigns a unique reference numeral to each element and thereby removes any possible ambiguity. Entry of the replacement sheet with corrected Fig. 15 is respectfully requested.

The review showed that Fig. 16 includes two different elements with the same reference numerals "1605." A review of the specification showed that paragraph [0070] used reference numeral 1605 for both the Secure User Device and the Content Provisioner. To correct this error, the specification is amended to use reference numeral "1610" for the Secure User Device so that each different element has a unique reference numeral. Accordingly, Fig. 16 was corrected to use reference numeral 1610 for the Secure User Device. The amendment to Fig. 16 obtains correspondence between the figure and the specification. The amendment to the specification assigns a unique reference numeral to each element and thereby removes any possible ambiguity. Entry of the replacement sheet with corrected Fig. 16 is respectfully requested.

The review of Fig. 51 also noted that in Fig. 51, elements 5120 and 5130 both included a typographical error "Token Token." Accordingly, one instance of "Token" was deleted from elements 5120 and 5130. This amendment obtains correspondence between the description and the drawings. Entry of the replacement sheet with corrected Fig. 51 is respectfully requested.

Objections to the Specification

Applicant has amended paragraphs [0001] and [0002] to remove the Attorney Docket Numbers and to properly reflect the status of the U.S. Patent Applications cited therein. Applicant respectfully requests reconsideration and withdrawal of the objection to paragraphs [0001] and [0002]. Applicant has amended paragraph [0016] to provide the term commonly associated with "ATM networks." Applicant respectfully requests reconsideration and withdrawal of the objection to paragraph [0016].

Applicant has amended paragraph [0021] to provide the terms commonly associated with "MD4" and "MD5." Applicant has amended paragraph [0023] to provide the term commonly

associated with "CGI." Also, the Examiner's attention is called to paragraph [0057] that already defined the term. Applicant respectfully requests reconsideration and withdrawal of the objection to paragraphs [0021] and [0023].

Applicant has amended paragraph [0026] to provide the term commonly associated with "HTTP." Also, the Examiner's attention is called to paragraph [0050] that already defined the term. Applicant respectfully requests reconsideration and withdrawal of the objection to paragraph [0026].

Claim Objections

Claims 11, 16, 21, 32, 37, 42, 53, 58, 63, 74, 79, and 84 stand objected to for the use of "HTTP." The objection required that "HTTP" be spelled out. Applicant points out that since HTTP was defined in the specification at paragraph [0050], this term is clear when interpreted in view of the specification. Nevertheless, Applicant has amended each of Claims 11, 16, 21, 32, 37, 42, 53, 58, 63, 74, 79, and 84 to spell out "HTTP." Applicant respectfully requests reconsideration and withdrawal of the objection to each of Claims 11, 16, 21, 32, 37, 42, 53, 58, 63, 74, 79, and 84.

Claims 1, 12, 17, 22, 33, 38, 43, 54, 59, 64, 75 and 80 are amended to include the definition of a rights locker as defined in the specification. The Claims are also amended to clarify that the user device is separate and distinct from the rights locker provider, i.e., the two element communicate over a network. Finally, the claims are amended to clarify that a rights locker provider is performing the processes recited. Each of these amendments makes explicit that which was implicit when the claims were interpreted in view of the specification. Nevertheless, the amendments are made to avoid discussions on whether Applicant is requesting the Examiner to read limitations from the specification into the claims.

Claims 1, 22, 43 and 64 are amended to correct antecedent basis informalities.

Claims 85 to 90 are cancelled, in view of the restriction requirement, without prejudice to filing a divisional application.

Anticipation rejections

Claims 1 to 84 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2005/004875, hereinafter referred to as Kontio. With respect to Claims 1, 22, 43 and 64 the rejection cited paragraphs 29 to 42 of Kontio as teaching exactly the invention recited in each of these claims.

Applicant respectfully traverses the anticipation rejection of each of Claims 1, 22, 43 and 64. Applicant respectfully notes that to make a prima facie anticipation rejection, the MPEP directs:

> TO ANTICIPATE A CLAIM, THE REFERENCE MUST TEACH EVERY ELEMENT OF THE CLAIM
>
> "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.". . . . < "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim, but this is not an *ipsissimis verbis* test, i.e., identity of terminology is not required.

MPEP § 2131, 8th Ed., Rev. 5, p. 2100-67 (August 2006). It is noted that this directive stated the claim element **"must be"** shown in as complete detail and arranged as required by the claim. This is not a permissive standard, but rather one that the rejection is required to comply with.

The anticipation standard in the MPEP does not permit extraction of teachings of one element of McGee and applying those to another element because such a modification

violates the "arranged as required by the claim" requirement. Also, the anticipation standard does not permit ignoring explicit claim limitations, which violates the "in as complete detail as is contained in the claim" requirement. As demonstrated below, the rejection violated both of these requirements and so a prima facie anticipation rejection has not been made.

Applicant respectfully notes that the processes recited in these claims are performed by a rights locker provider, which is separate and distinct from the user device when the claims are read as a whole. Also, the rights in these claims are associated with the user and not the user device. In contrast, the material relied upon the rejection described operations on the user device, a mobile wireless device. For example, the rejection cited paragraphs 35 to 37 as teaching:

> determining, by said rights locker provider, whether said user is authorized using said enrollment authentication data, said determining comprising determining rights of said user to access said rights locker and rights of said user to digital content specified by said digital content request wherein said rights locker provides (1) a description of a user's access rights for digital content; and (2) controlled access to said description;

Paragraph [0035] of Kontio describes that primary content is stored on a distributing computer. A primary voucher and a secondary preview voucher are stored on the mobile wireless device. None of this teaches anything concerning a determining process performed by a rights locker provider with respect to a rights locker as specified in these claims.

Paragraph [0036] of Kontio describes how access sharing operation is performed on the mobile wireless device with respect to the distributing computer. Paragraph [0037] describes a third party sharing process invoked by the user on the mobile wireless device.

In none of these paragraphs is there any mention of a right locker provider. The interactions are between the mobile wireless device and the distributing computer. Neither of these devices is described as doing the receiving and determining following the receiving as recited in these claims.

The paragraphs relied upon are summaries of different operations initiated using the mobile wireless device and so teach away from processes on a rights locker provider as recited in this portion of these claims. Applicant respectfully requests reconsideration and withdrawal of the anticipation rejection of each of Claims 1, 22, 43 and 64.

The anticipation rejection of Claims 12, 33, 54 and 75 also relied upon paragraphs [0029] to [0045] of Kontio. Paragraphs [0040] to [0042] were cited as teaching exactly:

> receiving, by a rights locker provider, a first authenticated rights locker access request and a digital content specification from a user device associated with a user wherein said rights locker provides (1) a description of a user's access rights for digital content; and (2) controlled access to said description

Paragraph [0040] of Kontio described a process of controlling "the giving of a preview copy of a digital asset to another in a mobile environment. This paragraph describes a distributing computer and a mobile wireless device. The distributing computer stores primary content. The mobile wireless device stores a primary voucher and a second voucher. The two vouchers are also described. This paragraph teaches or suggests nothing concerning a rights locker provider, a rights locker, or receiving the recited request _and_ a digital content specification as recited is these claims.

Paragraph [0041] taught:

[0041]. . . the user invokes a give operation in the mobile, wireless device, to send a copy of the secondary voucher to a voucher server. The voucher server recognizes the give operation and responds with a reference voucher that includes an indication

of no rights to the primary content. The mobile, wireless device receives the reference voucher from the voucher server. The mobile, wireless device then sends the reference voucher to a receiving terminal. The receiving terminal then sends a request to the voucher server, requesting a new secondary voucher. The new secondary voucher confers the same preview rights onto the receiving terminal are available to the mobile, wireless device.. . .Still further in accordance with the invention, the receiving terminal can purchase a primary voucher from the voucher server, to obtain the same rights to the primary content as are possessed by the mobile, wireless device.

This describes different voucher that are transmitted between different entities, but fails to teach receipt of two items as recited in these claims, "a ... access request and a digital content specification." Therefore, this paragraph also fails to anticipate this portion of the claim.

Paragraph [0042] is directed at yet another different process, i.e.,

[0042] . . . a method controls the giving of a primary content digital asset to another in a mobile environment. The method begins by storing a primary content in a distributing computer. Since the memory of the mobile, wireless device is much smaller than that of the distributing computer, only that content that is currently required in the mobile, wireless device is located there. To control the disposition of the content, the mobile, wireless device stores a primary voucher and a secondary voucher. The primary voucher allows the user of the mobile, wireless device to render the content multiple times, but does not allow the duplication of the content. The primary voucher includes a first pointer to the primary content, and further includes a first reference, in a narrow element, to the secondary voucher. The secondary voucher in the mobile, wireless device allows a preview of the content to be distributed to another user. The secondary voucher includes a second pointer to the primary content. The secondary voucher further includes a second reference, in a narrow element, to the secondary voucher allowing the secondary voucher to create a duplicate of itself.

Again, this paragraph describes a distributing computer and a mobile wireless device. The distributing computer stores primary content. The mobile wireless device stores a primary voucher and a second voucher. The two vouchers are also described. Yet again, this paragraph teaches or suggests nothing concerning a rights locker provider, a rights locker, or receiving the recited request <u>and</u> a digital content specification as recited in these claims.

Thus, none of the paragraphs relied upon in the rejection meet the requirements of the MPEP as quoted above.
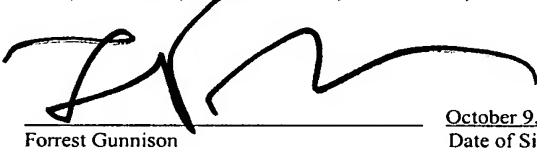
There are similar defects in the rejection of other elements in these claims. Applicant respectfully requests reconsideration and withdrawal of the anticipation rejection of each of Claims 12, 33, 54 and 75.

The anticipation rejection of Claims 17, 38 and 59 also relied upon paragraphs [0029] to [0045] of Kontio. Applicant respectfully notes that no substantive rejection of Claim 80 has been made. Nevertheless, Claim 80 is included in this group of claims. These claims include the same limitation as quoted above with respect to Claims 12, 33, 54 and 75, and so the above comments with respect to Claims 12, 33, 54 and 75 are applicable and are incorporated herein by reference. Further, the relied upon sections fail to teach an entity that sends the authenticated digital content request to the digital content repository and the authenticated rights locker access request to the user device. Applicant respectfully requests reconsideration and withdrawal of the anticipation rejection of each of 17, 38, 59 and 80.

Claims 1 to 84 remain in the application. Claims 1, 11, 12, 16, 17, 21, 22, 32, 33, 37, 38, 42, 43, 53, 54, 58, 59, 63, 64 74, 75 79, 80 and 84 have been amended. Claim 85 to 90 are cancelled. For the foregoing reasons, Applicant(s) respectfully request allowance of all pending claims. If the Examiner has any questions relating to the above, the Examiner is respectfully requested to telephone the undersigned Attorney for Applicant(s).

CERTIFICATE OF MAILING
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on October 9, 2007.

_____
Forrest Gunnison

October 9, 2007
Date of Signature

GUNNISON, McKAY &
HODGSON, L.L.P.
Garden West Office Plaza
1900 Garden Road, Suite 220
Monterey, CA 93940
(831) 655-0880
Fax (831) 655-0888

Respectfully submitted,

Forrest Gunnison
Attorney for Applicant(s)
Reg. No. 32,899
Tel.: (831) 655-0880

Amendments to the Drawings:

The attached three (3) replacement sheets of drawings correct informalities in Figs. 15, 16, and 51 that are described more completely below.

Sheet one, which includes Fig. 15, replaces the original sheet including Fig. 15.

Sheet two, which includes Fig. 16 replaces the original sheet including Fig. 16.

Sheet three, which includes Fig. 51, replaces the original sheet including Fig. 51.

Attachment: Three (3) Replacement Sheets